

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BLOOMINGTON
AND
THE METROPOLITAN AIRPORTS COMMISSION**

This Memorandum of Understanding (MOU) is made this 05 May 2014, between the City of Bloomington, a Municipal Corporation located at 1800 W. Old Shakopee Road, Bloomington, MN, 55431 ("City") and the Metropolitan Airports Commission, a State Agency located at 6040 28th Ave South, Minneapolis, MN, 55450 ("MAC").

WITNESSETH

WHEREAS, the MAC desires to secure the services of the City of Bloomington, specifically certified Police Chaplains to assist people during a fatality/disaster event taking place at the Minneapolis –St. Paul International Airport ("Chaplain Services"); and

WHEREAS, the City represents that it has the certified, professional expertise and capabilities to provide such Services;

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

The effective date of the Agreement will be 05 May 2014, OR the date both parties have executed the Agreement, whichever is later ("Effective Date"). The Agreement will remain in effect for five (5) years from the Effective Date, unless otherwise terminated as provided in this Agreement.

II. TASKS AND RESPONSIBILITIES OF MAC

- A. MAC will be responsible for the declaration of fatality/disaster event and for contacting the City's emergency dispatch to notify the City of its need for Chaplain Services. Specifically, MAC will provide a general explanation of the event, the number of chaplains needed, time frame requested for the response, and arrival/access logistics.
- B. MAC will consider the safety and operational requirements of the airport, along with the needs of the traveling public and the airport facilities, when determining the appropriate location for the provision of Chaplain Services.
- C. MAC shall be in command of the scene and will be responsible for directing the activities of the City's employees providing Chaplain Services.
- D. The Airport Police Department will provide security inside and outside areas that may have survivors or friends and relatives.

III. TASKS AND RESPONSIBILITIES OF CITY

- A. Upon notification of an incident by MAC that certified Chaplain Services are required, City may authorize and direct the provision of certified Chaplain Services in accordance with the terms and conditions of this Agreement, after considering the availability of resources.
- B. City will use its best efforts estimate arrival time of the Police Chaplains, their name and contact phone number. When more than one chaplain is requested the City will identify a lead chaplain.
- C. Upon arrival, the Police Chaplains will report to a predetermined location to meet with Airport Police, MAC employee or designee to obtain their assignment.
- D. Police Chaplains will receive a briefing from MAC employee or their designee before engagement with any impacted individuals. Briefing will include parameters of response requested, as well as the person the Police Chaplains will report to in the incident command structure.
- E. Chaplin Services to be provided will include:
 - 1. Assist family members to locate love ones.
 - 2. Assist impacted individuals who are under the care at MSP Airport from a spiritual care and psychological first aid perspective.
 - 3. Provide spiritual support to the family members or significant others that request it.
 - 4. Provide support to MAC staff as directed by a MAC supervisor.
 - 5. Follow airport security protocols and direction of airport police and MAC employees.

IV. GENERAL TERMS & CONDITIONS:

- A. Termination. Either party may terminate this Agreement for any reason upon giving sixty (60) days' advanced written notice to the other party.
- B. City will not charge the MAC for chaplain services for response
- C. Both parties will encourage and support training as mutually agreed upon to better develop response relationships.
- D. Indemnification. To the extent provided by law, each of the parties hereby indemnifies and agrees to defend, protect, and hold harmless each of the other parties from and against any and all losses, liabilities, fines, lawsuits, charges, damages, injuries, penalties, response costs, claims, demands and actions of bodily injury or property damage whatsoever paid, incurred or asserted against, or threatened to be asserted against any of the parties by reason of any and all negligent acts or omissions by the party hereunder and shall be responsible and answerable for such damages whether or not said persons are owners, managers, or employees of such party. Such indemnification by and of each party, and the obligations hereunder, shall survive cancellation, termination or expiration of the terms of this Agreement and shall not exceed the limits provided by Minn. Stat. Chapter 466. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a; provided further

that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. Each party also specifically intends that the single tort cap limits specified for cooperative agreements under Minn. Stat. § 471.59, subd. 1a, or as such statute may be amended or modified from time to time, shall apply to this Agreement and to the activities of the parties thereunder. The statutory limits for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any party.

- E. Insurance. The City and MAC shall either (i) maintain insurance, a standard term policy or policies of insurance in amounts as hereinafter set out against public liability and property damage including advertising and products liability, or (ii) provide self-insurance of equivalent protection, provided that provision of self-insurance does not waive any otherwise applicable caps or immunities. Such policy or policies shall be in the amount of statutory limits provided by Minn. Stat. 466.04, or Minn. Stat. § 3.736, or as such statute may be amended or modified from time to time. Such policy or policies shall provide for a minimum of ten (10) days' written notice of cancellation.
- F. Property and Equipment. No party is responsible for loss or damage to any other party's property or equipment unless the party's acts or omissions caused the damage.
- G. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting either party's employees as employees of the other party for any purpose or manner whatsoever.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed the Agreement.

Metropolitan Airports Commission

City of Bloomington

Phil Burke, Director of MSP Ops

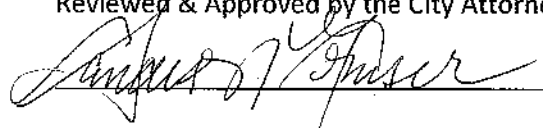
Date: _____

Mark Bernhardson, City Manager

Date: _____

Reviewed & Approved by MAC Legal

Reviewed & Approved by the City Attorney



Gene Winstead, Mayor